

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Civil No.: _____

Plaintiff

COMPLAINT-Action to Foreclose
A Mortgage

-v-

Stephen Witt
25 Black Rock Trail
Port Jervis, NY 12771

Dorreth E. Witt
25 Black Rock Trail
Port Jervis, NY 12771

Commissioner of the Orange County Department of Social Services
Box Z
11 Quarry Road
Goshen, NY 10924

John Doe, Mary Roe, and XYZ Corporation
25 Black Rock Trail
Port Jervis, NY 12771

The United States of America, a Sovereign, by Pincus Law Group, PLLC,

Attorneys for the plaintiff, complains and alleges as follows:

1. This Court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.
2. On or about November 26, 1991, at the request of Defendants, Stephen Witt and Dorreth E. Witt, (hereinafter “Defendant”), the Plaintiff, the United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture, (hereinafter “Plaintiff”), did lend to the Defendant, the sum of \$103,700.00, which

sum the Defendant did undertake and promise to repay, with interest at 8.750% in specified monthly installments.

3. As evidence of the indebtedness, the Defendant did execute and deliver to the Plaintiff a Promissory Note dated November 26, 1991, a true copy of which is attached as Exhibit “A”.

4. In order to secure the payment of the indebtedness, the Defendant did execute, acknowledge, and deliver to the Plaintiff, a real property mortgage dated November 26, 1991, a true copy of which is attached as Exhibit “B”. The real property that is security for the mortgage is commonly known as 25 Black Rock Trail, Port Jervis, NY 12771 located in Orange County, New York and more particularly described as set forth in the legal description attached to Exhibit “B”, and is also known as Parcel ID/Tax Account # 61-6-16.

5. The mortgage was duly recorded in the Orange County Clerk’s Office on or about December 03, 1991 at Liber 4140 Page 9.

6. Plaintiff is the owner and holder of the Promissory Note and Mortgage.

7. The Defendant has breached and violated the provisions of the Promissory Note and Mortgage in that they did neglect and fail to pay the installments of principal and interest when due beginning with the January 26, 2016 payment, despite due demand therefore and by failing to make payment of real property taxes when due, thus making it necessary for the plaintiff to pay the same to protect its interest.

8. By reason of the defaults described herein, plaintiff has elected to declare the entire sums secured by the mortgage to be due and payable.

9. There is now justly due and payable to the plaintiff, as of October 16, 2019, on the Promissory Note and Mortgage the following sums:

Unpaid Principal	\$74,988.67
Unpaid Interest	\$24,987.67
Subsidy to Be Recaptured	\$137,186.63
Escrow	\$4,074.64
Late Charges	\$37.86
Other Fees	\$17,555.95
TOTAL:	\$258,831.42

, together with interest at the rate of 8.750% per annum on principal and all advances **from October 17, 2019.**

10. Upon information and belief, plaintiff may be compelled to make additional advances for payment of taxes, hazard insurance water and sewer charges, or other municipal assessments maintenance, in order that it may protect and preserve security, but the nature and amount thereof is unknown to plaintiff at this time. Nevertheless, plaintiff seeks recovery thereof and therefore, together with interest thereon.

11. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage, or any part thereof.

12. The Defendant, besides Stephen Witt and Dorreth E. Witt, named in the caption of the Complaint, as set forth in Exhibits “C”, have or may claim to have some interest in or lien upon the mortgaged premises or some part thereof, which interest or lien, if any accrued subsequently to the lien of the United States mortgage and is subsequent thereto.

13. That the plaintiff has complied with the notice provisions of the New York State RPAPL Section 1304. A copy of the required notice is attached hereto as Exhibit “D”.

14. Upon information and belief, the provisions of Banking Law Section 595-a, and any rules and regulations promulgated thereunder, and Banking Law Sections 6-1 and 6-m and RPAPL section 1302(1) are not applicable to the mortgage loan that is the subject of this proceeding.

15. At the time this proceeding was commenced, the plaintiff has complied with the provisions of New York State RPAPL Section 1306 regarding filing with the Superintendent of the New York State Banking Department. A copy of the required filing is attached hereto as Exhibit "E".

16. The true names of the defendants John Doe, Mary Roe and XYZ Corporation are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

WHEREFORE, plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is subsequently recorded, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises;
- (b) That the premises may be decreed to be sold according to law;
- (c) That the amount due to the plaintiff on the promissory note and mortgage may be adjudged;
- (d) That the moneys arising from the sale may be brought into Court;
- (e) That the plaintiff may be paid the amount adjudged to be due to the plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action

and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same;

(f) And that the plaintiff may have such other and further relief as may be just and equitable.

Dated: Uniondale, New York, October 17, 2019

/s/ Cynthia Malone

Cynthia Malone, Esq.
Pincus Law Group, PLLC
425 RXR Plaza
Uniondale, NY 11556
(516) 699-8902 (phone)
(516) 279-6990 (fax)
cmalone@pincuslaw.com

EXHIBIT A

EXHIBIT A

TYPE OF LOAN

RH

STATE

NEW YORK

COUNTY

ORANGE

CASE NO.

Date November 26, 19 91.

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration,

United States Department of Agriculture, (herein called the "Government") at its office in Middletown,
New York

THE PRINCIPAL SUM OF ONE HUNDRED THREE THOUSAND SEVEN HUNDRED AND 00/100

DOLLARS (\$ 103,700.00), plus INTEREST on the UNPAID PRINCIPAL of EIGHT AND THREE-QUARTERS PERCENT (8.75 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

☒ I. Principal and Interest payments shall be deferred. The interest accrued to April 26, 1992, 19 92

shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in 391 regular amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of

such new Principal herein \$ 103,964.67 and the amount of such regular installments in the box below, when such amounts have been determined.

☐ II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the _____ of each _____ beginning on _____, 19____, through _____, 19____.

Principal and later accrued Interest shall be paid in _____ installments as indicated in the box below;

☐ III. Payments shall not be deferred. Principal and Interest shall be paid in _____ installments as indicated in the box below:

\$ 806.00 on May 26, 1992, and

\$ 806.00 thereafter on the 26 of each month until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness

evidenced hereby, if not sooner paid, shall be due and PAYABLE Thirty-three (33) YEARS from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

CREDIT ELSEWHERE CERTIFICATION: Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

LEASE OR SALE OF PROPERTY: If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

REFINANCING AGREEMENT: Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

CREDIT SALE TO NONPROGRAM BORROWER: The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as a nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

SUBSIDY REPAYMENT AGREEMENT: Borrower agrees to the repayment (recapture) of subsidy granted in the form of interest credits. Subsidy will be repaid when the borrower's account is settled by sale of the security property, refinancing or payment in full and will be calculated in accordance with regulations in effect at the time of settlement. Recapture is based on property appreciation and can equal all, some or none but never exceed the amount of subsidy received.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

WARNING: Failure to fully disclose accurate and truthful financial information may result in the termination of program assistance currently being received, and the denial of future program assistance under USDA's Debarment regulations, 7 CFR Part 3017.

Presentment, protest, and notice are hereby waived.

Stephen Witt (SEAL)
 STEPHEN WITT (BORROWER)

Dorreth E. Witt (SEAL)
 DORRETH E. WITT (CO-BORROWER)

25 Brants TrailPort Jervis, New York 12771

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 34,700.00	11/26/91	(8) \$		(15) \$	
(2) \$ 10,800.00	1/29/92	(9) \$		(16) \$	
(3) \$ 18,000.00	1/29/92	(10) \$		(17) \$	
(4) \$ 9,000.00	2/6/92	(11) \$		(18) \$	
(5) \$ 3,600.00	3/4/92	(12) \$		(19) \$	
(6) \$ 27,600.00	4/1/92	(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$	

EXHIBIT B

EXHIBIT B

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE BLACK INK ONLY

STEPHEN WITT and DORRETH E. WITT,
his wife

TO
UNITED STATES OF AMERICA, ACTING
THROUGH FARMERS HOME ADMINISTRATION,
UNITED STATES DEPARTMENT OF
AGRICULTURE

SECTION 61 BLOCK 6 LOT 16

RECORD AND RETURN TO:
(Name and Address)

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

WILLIAM D. BAVOSO, ESQ.
BAVOSO, COFFILL & DAVIS, ESQS.
19 EAST MAIN STREET, P.O. BOX 3139
PORT JERVIS, NEW YORK 12771-3139

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 18309 DATE 11/26/91 AFFIDAVIT FILED 19

INSTRUMENT TYPE DEED MORTGAGE ✓ SATISFACTION ASSIGNMENT OTHER

BQ20 Blooming Grove	SERIAL NO. <u>CI 7298</u>	
CH22 Chasler	Mortgage Amount \$ <u>103,700.00</u>	CHECK <u> </u> CASH <u> </u> CHARGE <u> </u>
CO24 Cornwall	Exempt Yes <u>✓</u> No <u> </u>	MORTGAGE TAX <u>5.00</u>
CR28 Crawford	3-6 Cooking Units Yes <u> </u> No <u>✓</u>	TRANSFER TAX \$ <u> </u>
DP28 Deepark	Received Tax on above Mortgage	
GO30 Goshen	Basic \$ <u>EXEMPT.</u>	RECORD. FEE \$ <u>20.00</u>
GR32 Greenville	MTA \$ <u>EXEMPT.</u>	REPORT FORMS \$ <u> </u>
HAS4 Hamptonburgh	Spec. Add. \$ <u>EXEMPT.</u>	CERT. COPIES \$ <u> </u>
HI38 Highlands	TOTAL \$ <u> </u>	
MK38 Midsink	MARION S. MURPHY	
ME40 Monroe	Orange County Clerk	
MY42 Montgomery	by <u>SR</u>	
MH44 Mount Hope	ORANGE COUNTY CLERK'S OFFICE S.S.	
NT48 Newburgh (T)	Recorded on <u>DEC 3 1991</u>	
NW48 New Windsor	at <u>12:40</u> O'Clock <u>P.</u> M.	
TU50 Tuxedo	In Liber/Film <u>4140</u> <u>11/26/91</u>	
WL52 Wallkill	at page <u>9</u> and examined.	
WKS4 Warwick	<u>Marion S. Murphy</u>	
WA58 Wawayanda	County Clerk	
WO58 Woodbury		
MN08 Middletown		
NC11 Newburgh		
PJ13 Port Jervis		
9999 Hold		

RECEIVED

\$
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

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ORG 12/03/91 12:40:50 51862 20.00
***** EDUCATION FUND: 5.00 *****
MORTGAGE CNTL NO: 12309 .00 *

***** SERIAL NUMBER: C1007298 *****

900 BK: 4140 PG: 9 12/03/1991 MORTGAGE (R) Image: 2 of 7

USDA/FmHA
Form FmHA 427-1 NY
(Rev. 6-90)

Position 5

REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE, is made and entered into by STEPHEN WITT and DORRETH E. WITTresiding in Orange County, whose post office addressis 25 Brants Trail, Port Jervis, New York

herein called "Borrower", and the United States of America, acting through Farmers Home Administration, United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) of assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note", which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount Plus Non-Capitalized Interest	Annual Rate of Interest	Due Date of Final Installment
11/26/91	\$103,700.00	8.75%	11/26/2024

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1951 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a, or any amounts due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. 2001.

And the debt instruments executed at the time of loan closing constitutes an obligation on the part of the Government to disburse all funds at one time or in multiple advances, provided the funds are for purposes authorized by the Government at the time of loan closing. This obligatory commitment takes priority over any intervening liens or advances by other creditors regardless of the provisions of the State laws involved:

NOW, THEREFORE, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages, and forever warrants unto the Government the following property, herein called "the Property" situated in the County of

ORANGE

, State of New York.

(CONTINUED ON SCHEDULE "A", ANNEXED HERETO AND MADE A PART HEREOF.)

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FmHA 427-1 NY (Rev. 6-90)

10-4140-10

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

SCHEDULE "A"

ALL that tract or parcel of land situate in the Town of Deerpark, County of Orange and State of New York, being known and designated as Lot No. 14 in Block "A" as shown on a certain map entitled, "Revised Subdivision Plat, Section Two, Painted Apron Village", dated October, 1972, last revised November 7, 1989 and filed in the Orange County Clerk's Office on November 15, 1989 as Map No. 9715, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly bounds of Brant's Trail at the southeasterly corner of Lot No. 13 in Block "A" as shown on the above mentioned filed map, running thence from said point of beginning along the easterly bounds of said Lot No. 13 North 00 degrees 31 minutes 30 seconds East 155.00 feet to a point at a southwesterly corner of Lot No. 18 in Block "A" as shown on the above mentioned filed map, thence running along the southeasterly bounds of said Lot No. 18 and running to and along the southeasterly bounds of Lot No. 17 in Block "A" as shown on the above mentioned filed map North 79 degrees 50 minutes 00 seconds East 155.58 feet to a point at the northwesterly corner of Lot No. 15 in Block "A" as shown on the above mentioned filed map, thence running along the westerly bounds of said Lot No. 15 South 00 degrees 31 minutes 30 seconds West 183.86 feet to a point on the northerly bounds of Brant's Trail, thence running along said northerly road bounds North 89 degrees 28 minutes 30 seconds West 152.87 feet to the point or place of beginning containing 0.59 acre of land to be the same more or less.

North per filed map.

The foregoing description is in accordance with a survey prepared by M. Grant Decker, Professional Land Surveyor, dated October 4, 1991, bearing drawing number DE-61-6-16.

BEING A PORTION of the same premises conveyed by A.J.B. Enterprises, Inc., a New York Corporation, to C.A.P. Construction Co., Inc., a New York Corporation, by deed dated August 28, 1986 and recorded in the Orange County, New York Clerk's Office on September 10, 1986 in Liber 2570 of Deeds at page 273.

TOGETHER WITH the right of ingress, egress and regress over the roads shown on the above filed map to Neversink Drive "County Highway 80".

TOGETHER WITH and UNDER AND SUBJECT TO the following restrictions, reservations and covenants which shall run with the land:

1. That no shacks, tents, trailers, trailer camps or any unsightly building or buildings shall be built, constructed or maintained, placed or permitted on a lot, or any part thereof.
2. That any lot with buildings thereon located, shall be kept in a sanitary condition; all garbage and refuse shall be immediately taken

SCHEDULE "A" - CONTINUED

or carried away; dumping of garbage or refuse on other lands is prohibited.

3. That no poultry, cattle or any livestock whatsoever, shall be kept, bred or raised upon the lot or any building thereon erected or any part thereof and that no more than two domestic animals may be kept or maintained thereon.

4. Said premises shall not be used for any commercial or manufacturing purpose of any kind.

5. That the lot or any building thereon erected, or any part thereof, shall not be used or occupied as a club, profit or non-profit, or for the carrying on of any trade or profession.

6. That the lot or any building thereof erected, or any part thereof, shall not be used or occupied for the distillation or brewing, manufacturing, bottling, or sale of any malt, vinous, spiritous or intoxicating liquors of any kind.

7. That no oil or gas well shall be drilled on any lot or part of lot conveyed.

8. That an open, uncontrolled or untended fire is absolutely prohibited on any lot or lots or parts thereof.

THIS is a Purchase Money Mortgage given to secure a portion of the purchase price hereunder.

"SUBJECT TO THE TRUST FUND PROVISION OF SECTION 13 OF THE LIEN LAW."

*Premise To Be improved by a one or two
family residence only*

LIBER 4140 PAGE 13

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and the default under any such other security instrument shall constitute default hereunder.
- (17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, and (c) enforce any and all other rights and remedies provided herein or by present or future law.
- (18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.
- (19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to the excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

AND THAT, except to any extent that such construction conflicts with express provisions of this mortgage:

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

T-7008
THRIFT ABSTRACT
 12 ST. JOHN STREET
 GOSHEN, NY 10924
 (914) 294-2344

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 26th day

of November, 19 91.

In the presence of

Stephen Witt (SEAL)
 STEPHEN WITT

Dorreth E. Witt (SEAL)
 DORRETH E. WITT

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF ORANGE

ss:

On the 26th day of November, 19 91, before me, came

STEPHEN WITT and DORRETH E. WITT

to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that they

William D. Bavoso

NOTARY PUBLIC STATE OF NEW YORK

RESIDING IN ORANGE COUNTY

(SEAL)

COMMISSION EXPIRES

2-28-93

William D. Bavoso, Esq.

Notary Public.

My commission expires February 28, 1993

RECORD AND RETURN TO:
 PORT JERVIS, NY 12771

BAVOSO, COFFILL & DAVIS,

ESQS., P.O. BOX 3139,

LIBR 4140 PAGE 15

EXHIBIT C

EXHIBIT C

900 BK: 4986 PG: 231 01/24/1994 MORTGAGE (R) Image: 1 of 5

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE: BLACK INK ONLY

Stephen Witt and Dorreth E. Witt

10

J. Bradford Blancard, as Commissioner
of the Orange County Department
of Social ServicesSECTION 61 BLOCK 6 LOT 16RECORD AND RETURN TO:
(Name and Address)RESOURCE DIVISION
DEPARTMENT OF SOCIAL SERVICES
Box Z Quarry Road
Goshen, NY 10924ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 938 DATE 1-18-94 AFFIDAVIT FILED 19INSTRUMENT TYPE: DEED MORTGAGE ✓ SATISFACTION ASSIGNMENT OTHER

BG20 Blooming Grove	SERIAL NO <u>C 516 575</u>	Mortgage Amount \$ <u>60,000.00</u>	CHECK <u> </u> CASH <u> </u> CHANGE <u> </u>
CH22 Chester	Exempt Yes <u>✓</u> No <u> </u>	3-6 Cooking Units Yes <u> </u> No <u>✓</u>	MORTGAGE TAX \$ <u>16.74</u>
CO24 Cornwall	Received Tax on above Mortgage	Basic \$ <u> </u>	TRANSFER TAX \$ <u> </u>
CR26 Crawford	Basic \$ <u> </u>	ED. FUND \$ <u>6.00</u>	
DP28 Deerpark	MIA \$ <u> </u>	RECORD. FEE \$ <u>16.74</u>	
GO30 Goshen	Spec. Add. \$ <u> </u>	REPORT FORMS \$ <u> </u>	
GR32 Greenville	TOTAL \$ <u>16.74</u>	CERT. COPIES \$ <u> </u>	
HA34 Hamptonburgh			
HI36 Highlands			
MK38 Minkink			
ME40 Monroe			
MY42 Montgomery			
MH44 Mount Hope			
NT46 Newburgh (T)			
NW48 New Windsor			
TU50 Tuxedo			
WL52 Wallkill			
WK54 Warwick			
WA56 Wawayanda			
WO58 Woodbury			
MIN9 Middletown			
NC11 Newburgh			
PJ13 Port Jervis			
9999 Hold			

Orange County Clerk
by: C. Pignatelli

ORANGE COUNTY CLERK'S OFFICE S.S.
Recorded on JAN 24 1994
at 7:00 O'Clock P M.
by Liber/Film 4926 and examined.
Joan H. Macchi
County Clerk

RECEIVED
\$
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

4986 PG 231

ORG 01/24/94 07200100 0101
MORTGAGE CNTL NO: 088 100 4
***** SERIAL NUMBER: 09010000 *****

BOND AND MORTGAGE

This bond and mortgage, made the 18th day of January nineteen hundred and ninety four between Stephen Witt and Dorreth E. Witt residing at 25 Brandt Trail, Port Jervis, New York and J. Bradford Blancard, as Commissioner of the Orange County Department of Social Services with offices at Box 2, Quarry Road, Goshen, New York, herein referred to as the mortgagee, his/her successor or assign.

Witnesseth, that the mortgagor(s) do hereby acknowledge themselves to be indebted to the mortgagee to the extent of their interest in the described property in the sum of Sixty Thousand Dollars (\$60,000.00), lawful money of the United States, or so much thereof as has been advanced or may be advanced by the mortgagee for the relief of the mortgagor(s) or for the benefit of the mortgagor(s) or on account of the mortgagors' liability under the provisions of the Social Services Law of the State of New York, which the mortgagor(s), their heirs, grantees or assigns does hereby agree and bind themselves to pay to the mortgagee, his/her successors or assigns on the sale or exchange of said property except that at any time prior to said sale or exchange the mortgagor(s) may redeem the same by payment to the Commissioner of the Orange County Department of Social Services the amount expended by said Commissioner for the relief of the mortgagor(s), or for the benefit of the mortgagor(s) or on account of the mortgagors' liability under the provisions of the Social Services Law of the State of New York and for repairs, taxes and fire insurance, if any, on the hereinafter described property, and to secure the payment of which the mortgagor(s) hereby mortgage to the mortgagee.

2019 JAN 17
 10:17 AM
 PORT JERVIS
 NY

PG: 231 01/24/1994 MORTGAGE (R) Image: 3 of 5

And the mortgagor(s) covenant with the mortgage as follows:

1. That the mortgagor(s) will pay the indebtedness as hereinbefore provided.
2. The mortgagor(s) will and does hereby assign to the mortgagee, all of his/her right title and interest in the proceeds of a certain casualty/fire damage insurance policy whereby his/her interest in the said premises is protected against casualty should the mortgaged premises suffer a casualty and payment be made pursuant to said insurance policy.
3. That no building on the premises shall be removed or demolished by the mortgagor(s) personally or at his/her direction or with his/her consent without the consent of the mortgagee.
4. That the holder of this bond and mortgage, in any action to foreclose the mortgage, shall be entitled to the appointment of a receiver.
5. That any amount paid by the mortgagee to preserve its security shall be added to the principal amount of this mortgage provided the same is the obligation of the mortgagor(s).
6. That the mortgagee within 10 days upon request in person or within 15 days upon request by mail will furnish a statement of the amount due on this bond and mortgage.
7. That notice and demand or request may be in writing and may be served in person or by mail.
8. That the mortgagor(s) warrants the title to the premises.

This mortgage is subject and subordinate to first mortgage given now prior lien on said premises.

IN WITNESS WHEREOF this Bond and Mortgage has been duly signed and sealed by the mortgagor(s).

In the presence of:

X Stephen Witt (L.S.)
Stephen Witt

X Dorreth E. Witt (L.S.)
Dorreth E. Witt

986 PG: 231 01/24/1994 MORTGAGE (R) Image: 4 of 5

SCHEDULE "A"

~~ALL that tract or parcel of land~~ situate in the Town of Deepark, County of Orange and State of New York, being known and designated as Lot No. 14 in Block "A" as shown on a certain map entitled, "Revised Subdivision Plat, Section Two, Painted Apron Village", dated October, 1972, last revised November 7, 1989 and filed in the Orange County Clerk's Office on November 15, 1989 as Map No. 9715, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly bounds of Brant's Trail at the southeasterly corner of Lot No. 13 in Block "A" as shown on the above mentioned filed map, running thence from said point of beginning along the easterly bounds of said Lot No. 13 North 00 degrees 31 minutes 30 seconds East 155.00 feet to a point at a southwesterly corner of Lot No. 18 in Block "A" as shown on the above mentioned filed map, thence running along the southeasterly bounds of said Lot No. 18 and running to and along the southeasterly bounds of Lot No. 17 in Block "A" as shown on the above mentioned filed map North 79 degrees 50 minutes 00 seconds East 155.58 feet to a point at the northwesterly corner of Lot No. 15 in Block "A" as shown on the above mentioned filed map, thence running along the westerly bounds of said Lot No. 15 South 00 degrees 31 minutes 30 seconds West 183.86 feet to a point on the northerly bounds of Brant's Trail, thence running along said northerly road bounds North 89 degrees 28 minutes 30 seconds West 152.87 feet to the point or place of beginning containing 0.59 acre of land to be the same more or less.

North per filed map.

The foregoing description is in accordance with a survey prepared by M. Grant Decker, Professional Land Surveyor, dated October 4, 1991, bearing drawing number DE-61-6-16.

BEING A PORTION of the same premises conveyed by A.J.B. Enterprises, Inc., a New York Corporation, to C.A.P. Construction Co., Inc., a New York Corporation, by deed dated August 28, 1986 and recorded in the Orange County, New York Clerk's Office on September 10, 1986 in Liber 2570 of Deeds at page 273.

TOGETHER WITH the right of ingress, egress and regress over the roads shown on the above filed map to Neversink Drive "County Highway 80".

The above tract or parcel of land being improved by a single family dwelling.

Also being the same premises as described in a deed from C. A. P. Construction Co. to Stephen Witt and Dorreth E. Witt and recorded in the office of the Orange County Clerk at Liber 3529 page 51 of Deeds on December 3, 1991.

BK: 4986 PG: 231 01/24/1994 MORTGAGE (R) Image: 5 of 5

STATE OF NEW YORK
COUNTY OF ORANGE
TOWN OF DEERPARK

ss.:

On this

18th

day of

January

in the year Nineteen Hundred and Ninety Four

before me.

the subscriber, personally appeared: Stephen Witt and Dorreth E. Witt

to me known and known to me to be the same persons described in and who executed
the within Instrument, and they acknowledged to me that they executed the same.

[Signature]
Notary Public

WELFARE AGENCY - TAX EXEMPT

04986 PG 235

Mortgage

Stephen Witt and
Dorreth E. Witt

TO

J. Bradford Blanford, as
COMMISSIONER OF THE ORANGE COUNTY
DEPARTMENT OF SOCIAL SERVICES

Dated

19

STATE OF NEW YORK

ORANGE County, ss.

Recorded on the

day of

19 , at

o'clock

M., in

Liber of Mortgages

at page

, and examined.

Record & Return to:
Orange County Dept. of Social Services
Box 2, TOWN, N.Y.

EXHIBIT D

EXHIBIT D



United States Department of Agriculture

Rural Development
Business Center

Chief Financial Officer

Office of the National
Financial and
Accounting
Operations Center

4300 Goodfellow
Boulevard
St. Louis, MO 63120

Voice 314.457.4152
Fax 314.457.4292

June 27, 2019

Dorreth E. Witt
25 Black Rock Trail
Port Jervis, NY 12771

Loan Number: [REDACTED]

Property Address: 25 Black Rock Trail, Port Jervis, NY 12771

Dear Dorreth E. Witt,

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 27, 2019, your home loan is 1248 days and \$ 251,264.31 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP Also serves surrounding areas
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP Also serves surrounding areas
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	HOPP
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344 Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
Essex	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Franklin	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Clearpoint Credit	215 Washington St.	1-800-750-	



	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
Herkimer	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
Jefferson	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
Kings	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext. 315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext. 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext. 159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP



		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
New York	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow, Brooklyn, Inc.	1474 Myrtle Ave., Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th Floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	



		Rochester, NY 14607		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St. Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227	



	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP. Spanish and French Creole speaking staff available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710. Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP. For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
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Resources, Inc.	East Northport, NY 11731	0766	Spanish speaking staff available
Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP
La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP funded for NYC Southeast Asian speaking Counselors on staff
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Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740	631-754-0373	
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	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
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Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
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FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

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If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

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- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
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- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture
Rural Development Business Center
4300 Goodfellow Blvd., St. Louis, MO 63120
Telephone 314-457-4152; Fax 314-457-4292.



United States Department of Agriculture

Rural Development
Business Center

June 27, 2019

Chief Financial Officer

Office of the National
Financial and
Accounting
Operations Center

4300 Goodfellow
Boulevard
St. Louis, MO 63120

Voice 314.457.4152
Fax 314.457.4292

Stephen Witt
25 Black Rock Trail
Port Jervis, NY 12771

Loan Number: [REDACTED]

Property Address: 25 Black Rock Trail, Port Jervis, NY 12771

Dear Stephen Witt,

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 27, 2019, your home loan is 1248 days and \$ 251,264.31 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm. Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP Also serves surrounding areas.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP Also serves surrounding areas.
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on.
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service.
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families.
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	HOPP
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving

	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885-2344 Thursdays and Fridays at (716) 877-3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
Essex	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
Franklin	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Clearpoint Credit	215 Washington St.	1-800-750-	



	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Herkimer	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Jefferson	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Kings	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext. 315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St. Brooklyn, NY 11217	718-246-8080 ext. 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St. Brooklyn, NY 11217	718-237-2017 ext. 159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP



		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
New York	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave, Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	



		Rochester, NY 14607		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive, Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
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Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227	



	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP. Spanish and French Creole speaking staff available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710. Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
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- b) Social Security;
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- e) Unemployment benefits;
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- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture
Rural Development Business Center
4300 Goodfellow Blvd., St. Louis, MO 63120
Telephone 314-457-4152; Fax 314-457-4292.

EXHIBIT E

EXHIBIT E



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

Filer Information:

Name : USDA Rural Development
Address : 441 South Salina St., Suite 357
Syracuse NY 13202

Filing Information:

Tracking Number : NYS5004778
Mailing Date Step 1 : 27-JUN-19 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 01-JUL-19 03.49.52.000 PM
Filing Date Step 1 Orig : 01-JUL-19 03.48.53.000 PM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 25 Black Rock Trail Port Jervis
NY 12771
County : Orange
Date of Original Loan : 26-NOV-91 12.00.00.000 AM
Amt of Original Loan : 103700
Loan Number Step 1 : XXXXXXXXXX
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Fixed Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : Dorreth E. Witt
Address : 25 Black Rock Trail
Port Jervis 12771
Borrower's Phone No : XXXXXXXXXX
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services



New York State Department of Financial Services
One State Street Plaza, New York, NY 10004

Proof of Filing Statement

To Whom It May Concern:

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Filer Information:

Name : USDA Rural Development
Address : 441 South Salina St., Suite 357
Syracuse NY 13202

Filing Information:

Tracking Number : NYS5004778
Mailing Date Step 1 : 27-JUN-19 12.00.00.000 AM
Mailing Date Step 2 :
Judgment Date Step 3 :
Filing Date Step 1 : 01-JUL-19 03.49.52.000 PM
Filing Date Step 1 Orig : 01-JUL-19 03.48.53.000 PM
Filing Date Step 2 :
Filing Date Step 3 :
Owner Occupd at Jdgmnt :
Property Type : 1 to 4 Family Home
Property Address : 25 Black Rock Trail Port Jervis
NY 12771
County : Orange
Date of Original Loan : 26-NOV-91 12.00.00.000 AM
Amt of Original Loan : 103700
Loan Number Step 1 : XXXXXXXXXX
Loan Number Step 2 :
Loan Reset Frequency :
Loan Type : 1st Lien
Loan Details : Fixed Rate
Loan Term : 30 Year
Loan Modification : No Modification
Days Delinquent : Other
Borrower's Name : Stephen Witt
Address : 25 Black Rock Trail
Port Jervis 12771
Borrower's Phone No : XXXXXXXXXX
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services